PRIVILEGE MOTOR

TERMS AND CONDITIONS



SUKOON™ INSURANCE

THANK YOU

for choosing Sukoon Insurance PJSC (hereinafter referred to as “Sukoon” or “we”) for your Motor Insurance. You are now insured with the largest Insurance Company in the United Arab Emirates. You can be confident that we will be there whenever you need us.

Please take some time to read this booklet, the Motor Insurance Certificate and accompanying Policy Schedule. These documents provide details of what this Policy does and does not cover. It also explains the process of making a claim.

If you would like to change your level of cover or have any queries please call one of our Privilege Club Relationship Managers on 800 642 72.

Thank you and drive safely...

we are here for you.

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HOW TO MAKE A CLAIM

We are committed to providing fast, fair and efficient claims service. If you have been involved in an accident and need to make a claim, please follow these steps:

You had an accident

Stay Calm.

If possible, move your car to a safe place, out of traffic.

Display warning triangles, to help alert traffic.

Call the police on 999, even if the accident is minor.

If your vehicle needs to be towed, call Roadside Assist on 800 6565.

If you are calling from outside the UAE, please call +971 4 387 6649.

Report a claim

Call 800 405 or email motorclaims@sukoon.com to report your accident as soon as it is reasonably practical.

Depending on your cover, we will advise you on what to do with your vehicle.

Don't worry, you are in safe hands.

To register your claim, you will need to provide the following:

Original Police Report or SAAED referral note

Clear copy of the driving license of the driver involved in the accident and mentioned in the Police Report/SAAED note.

Clear copy of vehicle registration card.

Waiting for repairs

Drop your car at the recommended workshop for repairs.

The damaged car will be examined by one of our authorised motor surveyors to agree on the repair cost with the garage.

Repair authorisation to follow accordingly.

We have an extensive network of approved garages.

Drive again

You will receive a call from the dealer/garage when your car is ready.

Pick up your car and drive.

We hope you enjoyed our efficient claim handling.

Most claims can be handled by the above mentioned simple steps. However, if bodily injury or death occurs, additional information may be required.

BRANCHES

In case of accident, please call (800 405) to report your claim. Our dedicated claim handlers will record details, assess your car damage, give you a reference number and advise you of next steps.

Abu Dhabi

Salam Street, Al Markaziyah
Sheikh Nahyan Bin Khalifa Bldg. 126
P.O. Box 3335
Tel: +971 2 612 8444

Dubai

Deira
Sukoon Building
Omar Bin Al Khattab Street
Next to Al Ghurair Mall, Deira
P.O. Box 5209
Tel: +971 612 8444

Sharjah

Al Khan Corniche
Majestic Tower Ground Floor
P.O. Box 1931
Tel: +971 6 593 4180

Ajman

Al Refaa 1 Building
Ground Floor Sheikh Khalifa
Bin Zayed Road
Al Nuaima 3
P.O. Box 1732
Tel: +971 4 233 7777

Ras Al Khaimah

Next to the FAB
(First Abu Dhabi Bank)
Al Corniche Road, Al Dafan
(Near Royal Medical & Dental Clinic)
P.O. Box 763
Tel: +971 7 207 0800

PREMIUM PAYMENT CONDITIONS & VAT

A. Premium Payments

For avoidance of doubt, all premium amounts mentioned herein are exclusive of Value added tax (VAT). VAT and any other taxes currently applicable or which will be applicable in connection with this insurance policy shall solely be borne by the Insured/Policyholder. The Insured/Policyholder hereby agrees to pay to the Insurer the applicable VAT/any other taxes paid by the Insurer, on the Insured/Policyholder's behalf, within 15 working days of receiving the invoice failing which the Insured/Policyholder shall be considered to be in material breach of the Policy's terms and conditions and, the Insurer shall be within its right to invoke legal remedies available to the Insurer including to terminate the policy and/or offsetting such VAT or other tax amounts from any other amount which the Insured/Policyholder is to receive from the Insurer without the need to obtain any further consent from the Insured/Policyholder and/or any court judgment/order. The Insured hereby unconditionally accepts to the same. In the event that VAT/any other tax treatment as assessed by relevant tax authorities is different from that assigned by the Insurer on our tax invoice/invoice to you and/or the invoice generated/computed by the Insurer is incorrect/, the Insured/ Policyholder hereby agrees to pay immediately and on demand the differential balance of any VAT/tax to the Insurer.

B. Claim settlements - where Sukoon agrees to pay the Policyholder

When Sukoon pays a claim, your VAT registration status will determine the amount we pay you.

When you are:

1. Not registered for VAT, the amount we pay, will be the sum insured/limit of indemnity or any other limits of insurance cover, including VAT;
2. Registered for VAT, the amount we will pay will be the sum insured/limit of indemnity or any other limits of insurance cover and where you are liable to pay an amount of VAT in respect of an acquisition relevant to your claim, we will pay the VAT amount. However we will reduce the VAT amount we pay for by the amount of any input tax credits to which you are or would be entitled to if you had made the relevant acquisition. In such instances the input tax credit would be claimable by you upon filing of your VAT return.

All policyholders making a claim with Sukoon must declare their VAT registration status.

Any VAT liability arising from your incorrect declaration is and will be payable by you (the policyholder).

Where the settlement amount of your claim is less than the sum insured/limit of indemnity or any other limits of insurance cover, we will only pay an amount of VAT (less any entitlement to an input tax credit) applicable to the settlement amount.

CLAUSES

Sanctions

Sukoon shall not provide cover nor shall it be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Sukoon to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws regulations of the European Union, United Kingdom, United States of America, United Arab Emirates and all other jurisdictions where Sukoon transacts its business.

Anti-Money Laundering and Combating Terrorist Financing

Sukoon is in compliance with Anti-Money Laundering & Combating Terrorist Financing laws (UAE Federal Law No. 2002 ,4 -Criminalisation of Money Laundering, UAE Federal Law No. 2004 ,1 – Combating Terrorism Offences, Federal Decree No. 20 of 2018 on Anti-Money Laundering & Combating the Financing of Terrorism & Illegal Organisations and Insurance Authority Decision No.10 of 2019 - Anti-Money Laundering & Combating the Financing of Terrorism & Illegal Organisations.

Sukoon's Data Privacy Notice and Data Subject's Consent

Sukoon Insurance PJSC (hereinafter referred to as "Sukoon") respects your privacy and is committed to protecting it. Sukoon abides by Federal UAE Data Protection regulations as is applicable to Sukoon within UAE. Each of the applicant(s), proposer(s), insured member(s), beneficiary(ies), insurance intermediary(ies), any person(s) contacting Sukoon for any purpose (altogether referred to as **"Data Subject"/"you"/"your"**) hereby consents and authorizes Sukoon Insurance PJSC (**"Sukoon**") to collect, use, store, maintain, transfer, disclose, Process, Data Subject's personal data (which includes but is not limited to personal identification data, personal sensitive data, personal heath data as provided to and/or obtained by Sukoon) in accordance with Sukoon's data privacy policy as published on https://www.sukoon.com/privacy-policy ("Privacy Policy"), which each Data Subject confirms to have been notified and having read, consented to the same. The Data Subject confirms to have notified all other relevant Data Subject(s) about Sukoon's Privacy Policy and to have obtained their relevant consents prior to transferring any of their personal data to Sukoon.

Authorization

By providing any personal data/information to Sukoon, the Proposer/Policyholder & the underlying insured members, Motor Vehicle Driver hereby give their unambiguous consent to:

a. Sukoon Insurance PJSC to collect, store, process, share and transfer your personal data (including but not limited to your personal sensitive information) to third parties including but not limited to reinsurers, surveyors, loss adjustors, loss assessors , IT service providers, claim administrators, medical providers, emergency support/assistance providers, professional advisors, consultants, auditors, additional administrative and/or support service providers, and other entities or persons , whether within or outside the UAE , as may be required in relation to underwriting/ issuing/administering / processing/ reinsuring your policy/ claims or as may be required by the Company including but not limited to for further product development/statistical analysis etc., or as may be required under law/regulatory requirements.
b. Sukoon Insurance PJSC and its associate partners to contact the Proposer/Policyholder/any of the Insured Member anytime (including electronically through email, SMS or telephone) for seeking any additional information and/or for providing any additional information whether related to the Policy and/or Company's other products or promotions.

COMPLAINTS

Tell us what you think of Sukoon, we are always happy to hear your comments. If you have any feedback or complaints, please contact us.

Call Centre: **800 SUKOON (785666)**
(Monday to Friday: 8 am to 8 pm, Saturday: 8 am to 5 pm).

Visit **www.sukoon.com** by clicking here to share your feedback now.

INTERNATIONAL MOTORING CLUB

YOUR ROADSIDE ASSISTANCE APP

How to request Assistance?

You can avail the Road Side Assistance 24/7 by phone free of cost on 800 6565 within UAE or on +971 4 3876649 (outside UAE) or download the Assistance App “IMC Roadside Assistance” for instant request.You can download the App from App Store or Google Play Store.

Download on the App Store

GET IT ON Google Play



Once the App is installed, fill the necessary information accordingly as per the screen.

- Request 24/7 Roadside Assistance Services.
- Schedule a service.
- Share your exact GPS coordinates when you need assistance.
- Receive and read notifications.
- View the status of your request.
- View the service History & the Trip sheets.
- Renew your vehicle registration (if applicable).
- Check the renewal date of your Roadside Assistance.
- Add multiple vehicles.

DEFINITIONS

Any word or expression defined below will have the same meaning wherever it appears in your Policy.

Accessories: Parts originally installed in the Vehicle by the Vehicle manufacturers and included in the original price such as navigation equipment, telephone, stereo equipment and other items.

Accident: Any incident that causes harm to a Third Party / Injured Party as a result of use, explosion, combustion, scattering, drop of things from, movement, spontaneous movement or parking of the Motor Vehicle.

Ancillary Deductible: The amount paid by the Insured according to the Policy in addition to the Basic Deductible.

Basic Deductible: The amount paid by the Insured according to the Schedule of Deductibles attached to this Policy per accident.

Bodily Injury: Death and/or physical injuries to a Third Party, including permanent disability or temporary total or partial disability.

Company (Insurer): The insurance company that is licensed to operate inside the State according to the laws and regulations issued in the State and accepts to insure the Motor Vehicle and has issued the Policy.

Depreciation Percentage: The percentage payable by the injured party on the occurrence of an accident, and who requests the replacement of new parts in lieu of the used parts in case of partial loss according to the schedules of depreciation.

Flood: An event that occurs within the concept of Natural Disasters.

Insurance Application: The application that includes the details of the Insured, the details of the Motor Vehicle and the type of required coverage, and is filled in by or with the knowledge of the Insured electronically or in writing.

Insurance Period: The period of time of motor vehicle insurance up to the end of the thirteenth month from the commencement of the insurance.

Insured: You, and Your refer to the person named as the Policyholder in the Schedule. A natural or corporate person that has applied for insurance, entered into an insurance contract with Sukoon, and paid or has agreed to pay the premium.

Injured Third Party:

1. Any natural or corporate person, or their properties, which have suffered an injury or damage as a result of the accident, excluding the Insured, the Motor Vehicle Driver and passengers employed by the Insured if they are injured during and because of work.
2. The family members of the Insured and the Motor Vehicle Driver (spouse,parents and children) who caused the accident.
3. The driver of a Motor Vehicle allocated for rent, public transportation or a vehicle used to teach driving.

Insured Value: The amount stated in the Policy Schedule which We shall pay in the event of a total loss after deducting depreciation as per the amount shown in the depreciation scale.

Motor Vehicle: A mechanical machine, motorcycle or any other device that works through a mechanical force, and its specifications are described in the Policy.

Motor Vehicle Driver (Licensed Driver): The insured or any person who drives the Motor Vehicle by the permission or order of the Insured, provided that they are licensed to drive according to the Motor Vehicle category pursuant to the Traffic Laws and other laws and regulations, and that the granted license has not been cancelled by a court's order or by virtue of the Traffic Laws and its Executive Regulations. This definition includes the driver whose driving license has expired if they manage to renew it within thirty days from the date of accident.

Natural Disaster: Any general phenomenon that arises from nature such as floods, tornadoes, hurricanes, volcanoes, earthquakes and quakes, and leads to extensive and widespread damage, and in respect of which a decision is issued by the concerned authority in the State.

Personal Accidents Endorsement: An additional insurance coverage against personal accidents to the Motor Vehicle Driver, the Insured and the passengers excluded from the basic coverage in return for an additional premium.

Policy (for Third Party Liability): The Unified Motor Vehicle Insurance Policy Against Third Party Liability whereby Sukoon undertakes to compensate the injured third party, on the occurrence of the damage hereby covered, and any endorsement to it, which governs the relationship between the parties, in return of the premium paid by the Insured.

Policy (for Loss and Damage): The Unified Motor Vehicle Insurance Policy against Loss and Damage and any rider to it, which governs the relationship between the Insured and Sukoon, and whereby Sukoon undertakes to compensate the Insured, on the occurrence of the damage hereby covered, in return of the premium paid by the Insured.

Premium: The consideration that is paid or undertaken to be paid by the Insured in return for insurance coverage.

Property Damage: Damage to a Third Party's property.

Road: Every road open and available to public without need to get special permission, and every place that is made available for the crossing of motor vehicles, and is made available to the public by a permission or license from a concerned authority or otherwise, for or without consideration according to the definition mentioned in the applicable Traffic Laws.

Rider (for Third Party Liability): Any special agreement between the parties in supplement to the basic coverages under this Policy.

Rider (for Loss and Damage): Every special agreement between the parties in supplement to the basic coverages under this Policy from the date of accident.

Schedule: means the document which gives details of You, Us, the Vehicle, the cover You have and any other specific conditions.

Semi-Trailer: A trailer without a front axle and is towed in such a way that a large part of its weight and tonnage is carried by the towing vehicle or the mechanical vehicle (locomotive).

Service Provider for Roadside Assistance: means International Motoring Club.

Sukoon, We, Our, and Us: means Sukoon Insurance PJSC.

Territorial limits: means the United Arab Emirates and any other area stated in Your Policy Schedule.

Third Party Liability: The liability for injuries and damages arising from the use of the Insured Motor Vehicle to a Third Party/Injured Party.

Trailer: A vehicle designed to be pulled behind a Motor Vehicle, truck or towing vehicle, including lightweight trailer (camper trailer), the weight of which does not exceed 750kg and it so licensed according to the applicable Traffic Laws.

SECTION 1
THIRD PARTY LIABILITY

The Unified Motor Vehicle Insurance Policy Against Third Party Liability issued pursuant to the Regulation of Unifying Motor Vehicle Insurance Policies according to Insurance Authority Board of Directors' Decision No. (25) of 2016.

Whereas the Insured has applied to Sukoon for the insurance set herein below, and has agreed that the application is considered as the basis for and integral part of this Policy, and has paid or agreed to pay the applicable premium, and Sukoon has accepted and represented to pay compensation to a Third Party/Injured Party in case of any accident subject to this insurance, whether it emerges from the use or parking of the Motor Vehicle in the UAE during the insurance period;

Therefore, this Policy was entered into to cover liability towards a Third Party/Injured Party caused by the Insured Motor Vehicle to the Third Party/Injured Party according to the terms, conditions and exclusions in or appended to this Policy for the amounts the Insured or the Motor Vehicle Driver must pay against:

- Bodily Injury to a Third Party, either inside or outside the Motor Vehicle.
- Property Damages to a Third Party.

Chapter One: General Conditions

1. The Policy and its schedules shall constitute one integral contract, and any Rider to this Policy shall constitute an integral part hereof, and every term or phrase to which a special meaning has been given in any part of the Policy or its schedules shall have the same meaning elsewhere, unless the context otherwise requires.
2. This Policy does not apply outside the State.
3. Sukoon may not assert to the Injured Third Party that it is not liable for compensation as a result of any argument that can be used against the Insured.
4. The Third Party / Injured Party may submit a claim to Sukoon for compensation for damages caused to them by the Insured Motor Vehicle.
5.
   a. In case of death of a family member of the Insured or the Motor Vehicle Driver, Sukoon's liability will be limited to an amount of AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams) per person. In case of injury, the Insurer's liability will be further limited to the percentage of disability per person.

   b. In case of death of the driver of a rental vehicle, public transport vehicle and a vehicle used to teach driving, Sukoon's liability will be limited to an amount of AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams) per person. In case of injury, the Insurer's liability will be further limited to the percentage of disability per person.
6. Any notice or notification of an accident that is required by this Policy shall be served to Sukoon in writing by e-mail, facsimile or by hand delivery to the address designated in the Policy as soon as practically possible.
7.
   a. With respect to a fleet insurance policy or any Motor Vehicle insured under this Policy, Sukoon may not enter into any agreement that may reduce or prevent the coverage of its full Third Party Liability arising from death, bodily injuries or property damages covered under this Policy or reduce the limits of liability of Sukoon or reduce the coverage contemplated under this Policy, including depriving a claim for compensation for any reason not related to the accident such as age, gender, or the date of acquiring the driving license, or otherwise, or the agreement will be deemed void.

   b. However, new coverage not provided for in the Policy may be agreed upon or the limits of such liabilities and coverages may be increased under a separate policy or an additional rider.
8. Sukoon may, at its expense, assume the judicial and settlement proceedings to represent the Insured or the Motor Vehicle Driver through an attorney in any investigation or interrogation and before any court in any lawsuit or inter vention in any phase of the lawsuit in relation to a claim or accident for which Sukoon may be held liable under this Policy, and which may give rise to the payment of compensation according to this Policy. Sukoon may settle or enter into a reconciliation for such claim. The Insured shall provide every possible cooperation with Sukoon by signing a power of attorney to the attorney or otherwise to Sukoon to initiate any proceedings.
9. Without prejudice to the rights emerging from Life insurance policies and personal accident insurance policies, and in case of the existence of several compulsory policies against Third Party Liability emerging from the use of the Motor Vehicle issued by more than one Company:

   a. Compensation shall be divided equally between Insurers in case of death and/ or injuries. If the liability is shared (between the Insured and the Third Party/Injured Party) based on the degree of negligence, then the percentage of participation in the negligence shall be taken into account

   b. Compensation for property damages shall be divided based on the percentage of the insured amount set out in each policy to total insured amounts in all policies, after the percentage of participation in the negligence is taken into account.
10. On the occurrence of an accident, Sukoon shall:

    a. Repair the damaged Motor Vehicle or any of its parts, accessories or spare parts and restore the Motor Vehicle to its pre-accident condition.

    b. Pay the market value of the damaged Motor Vehicle if the value of damages exceeds (50%) of the market value of the Motor Vehicle at the time of the accident, provided that Sukoon's liability does not exceed an amount of Two Million Arab Emirates Dirhams per accident according to Paragraph (c) of Clause (1) of Chapter Two: Obligations of Sukoon.

    c. Replace the damaged Motor Vehicle in case of total loss, for another Motor Vehicle with the same make, model, additions and pre-accident condition unless the Third Party /Injured Party requests that Sukoon pay them the amount in cash; in which case, Sukoon shall accept the Insured's request.

    d. Sukoon shall pay in cash to the Injured Party, upon their request, the amount of damages (loss or damage) of the damaged parts of the Motor Vehicle in whole or any of its parts, accessories or spare parts and including the charges for installation and replacement of lost or damaged parts at the time of the accident in order to restore the pre-accident condition of the Motor Vehicle.
11. The damaged parts of the Motor Vehicle, for which the first registration and use of which is less than one year, shall be replaced with new original parts with no deduction of a Depreciation Percentage for the Injured Party.
12. If it is agreed with the Injured Third Party to repair the damaged Motor Vehicle, Sukoon shall repair the damaged Motor Vehicle at the agency repair shops for the Motor Vehicle if it is in its first year of registration and use.
13.
    a. Upon the lapse of more than one year after registration and use, Sukoon shall repair the damaged Motor Vehicle at suitable repair shops for the type and year of manufacture of the vehicle and the damaged parts may be replaced by other than original parts of the same grade. Sukoon shall ensure that repair works are carried out according to technical standards and that the work is warranted by the repair shops. Sukoon shall ensure that the Injured Third Party is able to have the Motor Vehicle checked by any approved Motor Vehicle examination agency in the State to make sure that the Motor Vehicle has been properly repaired in accordance with the technical licensing conditions for endurance and safety and any other condition without affecting the technical examination of the Motor Vehicle affected by the accident at the concerned official authorities. If it is found that the repairs are below required and recognised technical standards, Sukoon shall address the issue(s) until the Third Party's Motor Vehicle is professionally repaired as soon as practically possible.
    b. For the damaged motor vehicle,insured against loss and damage at an insurance company with the condition of repair within the Agency, the repair shall be carried out within the Agency's repair shops pursuant to this condition.

The insurance company insuring the loss and damage has the right of recourse against the Third Party liability insurance company in accordance with the following reimbursements basis:

1. The reimbursement for the motor vehicle that has passed more than one year from its first registration or its use and until the end of the second year shall be after deduction of 15% of the value of the final repair bill.

2. The reimbursement for the motor vehicle that has passed more than two years from its first registration or its use and until the end of the third year shall be after deduction of 30% of the value of the final repair bill.

3. In case more than three years have lapsed since the first registration or use of the motor vehicle, Sukoonshall abide by repairing the damaged vehicle at suitable repair shops for the type and year of manufacture of the vehicle. The damaged parts shall be replaced with original parts of the same standard, provided that, if the agreement between the Loss and Damage Insurance Company and the insured has the condition that repair shall be within the agency", this condition shall remain effective.

14. If the Injured Third Party requests that new parts are to be installed in lieu of the parts damaged during the accident, they have to bear the Depreciation Percentage set in Schedule (1) of the final value of the purchase invoice. In case of taxi vehicles, public transport vehicles and rental vehicles, the Depreciation Percentage set in Schedule (2) of the final value of the purchase invoice will be applied.

15. Neither depreciation may be deducted nor used parts be installed if the parts are within the list set out in Schedule (4) of this Policy.

16. The Injured Third Party may repair the damages that occur to the Motor Vehicle as a result of the accident, provided that the estimated repair costs do not exceed the value of repair agreed upon with Sukoon. Sukoon may require, if it wishes so, a proof that the Motor Vehicle repairs have been completed.

17. If the motor vehicle "chassis" whether can be replaced or irreplaceable is damaged or the durable parts, such as pillars are damaged and need cutting, tightening or welding as a result of the accident, the Motor Vehicle shall be considered a Total Loss and Sukoon shall make compensation according to the market value of the Motor Vehicle at the time of the accident.

18. If the Motor Vehicle is considered as total loss, and Sukoon compensates the Injured Third Party on that basis, the salvage will be deemed property of Sukoon. The Injured Third Party may not be charged any expenses related to the transfer of the Motor Vehicle title or issuance of a certificate of ownership of the Motor Vehicle, provided that the Motor Vehicle is free of any obligations against Third Party such as traffic fines or otherwise.

19. In case of any conflict between Sukoon and the Injured Third Party concerning the value of damages, the amount of compensation or determination of the market value of the damaged Motor Vehicle, the Authority shall appoint a licensed and registered Surveyor and Loss Adjuster, specialised in this matter, to determine the value of the damages or the amount of compensation at Sukoon's expense for the purpose of resolving the dispute.

20. In case of an agreement to insure the Insured himself, the Motor Vehicle Driver or any person excluded from the coverage under this Policy, the amount of the death benefit will be determined not less than (AED 200,000) Two Hundred Thousand Arab Emirates Dirhams at a minimum.

21. Sukoon may not refuse to compensate the Insured as a result of late notification of the accident, if lateness is attributed to an acceptable excuse.

22. The provisions of this Policy cover the damages to a Third Party caused by a trailer or semi-trailer as long as it is pulled by the vehicle.

23. Neither this Policy nor any rider hereto undermines the right of any person to claim for compensation or recovery of any amount payable under the provisions of any applicable legislation.

Chapter Two: Obligations of Sukoon

1. In case of any accident that results from the use of the Motor Vehicle, Sukoon shall compensate the Injured Third Party within the scope of its limits hereunder for all amounts which the Insured or the Motor Vehicle Driver is committed to pay as compensation for:

a. **First:** Death or any bodily injury caused to any person, including the Motor Vehicle Passengers, except for the Insured and the Driver of the Motor Vehicle that has caused the accident, and the passengers employed by the Insured if they are injured during and because of work. A person is considered a passenger if they are inside, getting in or out of the Motor Vehicle. The Maximum Liability of Sukoon for any claim or total claims arising from one accident is the value judicially awarded without any limit whatsoever.

Second: In case of death of a spouse, a parent or a child, the maximum limit shall 200,000 AED (Two Hundred Thousand Arab Emirates Dirhams)per each deceased person. In case of disability, the compensation shall be adjusted by the percentage of disability to the amount of AED 200,000 (Two Hundred Thousand Arab Emirates Dirhams), in addition to medical treatment expenses.

Third: In all cases, and in the event of injury, Sukoon shall pay all treatment expenses towards the provider of any of the Medical services, including all government and private hospitals, pharmacies, and any treatments necessary for the case. And, in case the treatment is not completed, Sukoon shall issue a letter of commitment directed to entity that will provide the treatment.

b. Subject to paragraph (a) above, the liability of Sukoon shall be the value judicially awarded of any amount whatsoever, including the Third Party's judicial expenses and charges, except for fines. Sukoon shall pay compensation to the Third Party once the judgment becomes enforceable.

c. As to the damages to items and properties (except for those owned by the Insured or the Motor Vehicle Driver at the time of the accident or the properties kept with them in trust or in their guardianship or possession), the insured amount of any claim or total claims arising from one accident is AED 2,000,000 (Two Million Arab Emirates Dirhams) regardless of the number of the persons whose properties are damaged, inclusive of necessary costs of movement of the damaged Motor Vehicle to the agency shop or other repair shops according to this Policy, as the case may be.

d. The Injured Third Party (the owner of a private motor vehicle) is entitled to a loss of benefit (use) allowance (Substitute Motor Vehicle) as follows:

First: If the Injured Third Party chooses cash compensation, no loss of benefit allowance shall be paid.

Second: If the damaged Motor Vehicle is to be repaired at a repair shop, as the case may be, the period of loss of benefit allowance shall be calculated in days from the date of delivery of the damaged Motor Vehicle, the accident report and deed of title to Sukoon.

Third: The liability of Sukoon for loss of benefit allowance shall be calculated per day per damaged Motor Vehicle according to the rental fare of a similar Motor Vehicle rental of the same make, considering the prevailing and common price in the vehicle rental market in that Emirate, not to exceed three hundred dirhams per day. The Maximum period for loss of benefit allowance fifteen days.

Fourth: If Sukoon chooses not to pay the amount at prevailing price, Sukoon shall provide – to the injured party - a similar substitute Motor Vehicle of the same make of the damaged motor vehicle in very good working condition for road traffic.

Fifth: In case of the entitlement to the loss of benefit allowance and the Injured Third Party has insurance against loss and damage and Third Party Liability, he shall be entitled, for the purpose of obtaining the loss of benefit allowance (substitute motor vehicle) to claim directly to his company, which has the right of recourse for same amount paid against the insurance company of the insured, who caused the accident and has insurance against Third Party Liability.

2. Sukoon may not apply any deductible from the Injured Third Party compensation.

3. In case of the death of a person covered by the insurance provided for hereunder, Sukoon shall pay the benefit due as a result of the accident to their heirs according to the terms and conditions here of.

4. Sukoon shall abide by any settlement between the Insured and the Injured Third Party if it is done with its written consent.

5. The Insurance provided for under this Chapter shall be extended, subject to the terms and conditions hereof, to the liability of every licensed driver while they are driving the Insured Motor Vehicle.

6. Sukoon shall pay an amount of AED 6,770 (Six Thousand Seven Hundred and Seventy Dirhams) to the provider of ambulance services and medical transportation to hospitals. The amount is per each injured person that suffers from a bodily injury or death and is being given first aid and transported to a hospital as a result of an accident caused by a Motor Vehicle insured by Sukoon against Third Party Liability. This obligation shall include all the deceased or injured from those accidents, including those excluded from the covered risks in paragraph (a) of clause (1). The capacity and readiness of the ambulance and the medical transportation to handle more than one injured person shall be taken into consideration in determining the amount of the ambulance allowance and medical transportation.

Chapter Three: Obligations of the Insured

1. In case of any accident that gives rise to a claim according to the provisions of this Policy, the Insured or the Motor Vehicle Driver shall notify the concerned official authorities and the Insurer within a reasonable period of time after occurrence of the accident and furnish all documents and details pertaining to the accident, unless the delay is attributed to an acceptable excuse. The Insured shall furnish Sukoon as soon as possible a copy of every claim, notice or judicial document once they receive them.

2. The Insured or the Motor Vehicle Driver shall notify Sukoon as soon as practically possible once they become aware of any lawsuit, investigation or findings concerning the accident, unless the delay is attributed to an acceptable excuse. In case of theft or any other criminal act which may give rise to a claim according to this Policy, the Insured shall promptly notify the concerned authorities and Sukoon as soon as practically possible and cooperate with Sukoon in that regard.

3. Neither the Insured nor any person acting on their behalf may declare acceptance of liability, offer, promise or payment of any amount without the written consent of Sukoon.

Chapter Four: Exclusions

This Insurance does not cover the Third Party Liability arising or emerging from accidents that are caused by the Insured Motor Vehicle in the following cases:

1. The accidents that occur outside the borders of the State.

2. The accidents that have occurred, caused, resulted or are related directly or indirectly to natural disasters such as floods, tornadoes, hurricanes, volcanoes, earthquakes or quakes.

3. Invasion, foreign enemy hostilities or warlike operations, whether war is declared or not, civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, or ionizing radiation contamination by radioactivity from any nuclear fuel, power usurpation, confiscation or nationalisation, radioactive substances and radioisotopes, atomic or nuclear explosions, or any element related directly or indirectly with the above mentioned causes.

4. The accidents that occur to the Insured, the Motor Vehicle Driver or the persons employed by the Insured if they are injured during and because of work, unless they have obtained additional coverage under a rider or another policy.

Chapter Five: Recourses against the Insured

Sukoon may have recourse to the Insured, the Motor Vehicle Driver or the person responsible for the Accident, as the case may be, within the limit of the amount of compensation paid in the following cases:

1. If it is proven that the insurance was concluded based upon the Insured's misrepresentation or non-disclosure of material facts that affect the acceptance by Sukoon to cover the risks or determination of the premium.

2. If the Motor Vehicle is proven to have been used for purposes other than those set out in the Insurance Application attached to this Policy or the maximum number of passengers is exceeded or the Motor Vehicle was overloaded or its loading was not secured correctly or exceeds the limits of permissible width, length or height, provided that this is proven to be the proximate cause of the accident.

3. If it is proven that the Motor Vehicle was used in a speed race or test (in impermissible cases), provided that this is nproven to be the proximate cause of the accident.

4. If following payment of the compensation it is proven that there is a violation of the laws, if the violation involves a willful felony or misdemeanor, as defined in the UAE's applicable penal code.

5. If it is proven that the Motor Vehicle was driven without obtaining the driving license for the type of Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or that the license granted to the Insured or the Motor Vehicle Driver was suspended by a court's order or by the concerned authorities or by virtue of traffic regulations, or that Motor Vehicle driving license was expired at the time of the accident, unless the driver manages to renew it within thirty days from the date of accident.

6. If it is proven that the Motor Vehicle Driver, or another person allowed by them to drive the Motor Vehicle, caused the accident while being in an abnormal condition due to being under the influence of narcotics or alcohol that undermine the driver's ability to control the Motor Vehicle or medical drugs for which driving is medically prohibited. In case of rental vehicles, recourse will be made against the Motor Vehicle Driver (renter).

7. If it is proven that the accident occurred intentionally by the Insured or the Motor Vehicle Driver.

8. If the trailer, half-trailer or semi-trailer caused the accident and the Insured has not agreed with Sukoon to include it in the policy.

9. If the Motor Vehicle is used outside the road, as defined in this Policy, without any additional coverage.

10. If damages occur to the Injured Third Party is a result of theft or robbery of the Insured Motor Vehicle, recourse will be against the thief only.

Chapter Six: Policy Termination

1. Neither Sukoon nor the Insured may terminate this Policy during its term as long as the Motor Vehicle license is valid.

2. However, the Policy may be terminated before its expiration on the grounds of:

    a. Cancellation of the Motor Vehicle license;

    b. Submission of a new policy due to change of the Motor Vehicle details; or

    c. Transfer of the Motor Vehicle title by virtue of a certificate issued by the concerned authority.

    d. In this case, Sukoon must refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect according to the Short Rate Schedule No. (3) set out in this Policy, provided that there are no paid claims or outstanding claims where the Insured has caused the accident.

3. This Policy shall be considered terminated in case of a total loss to the Motor Vehicle, provided that its registration is deleted with a report issued by the Road and Traffic Department confirming that it is unroadworthy, and Sukoon and the Insured shall remain bound by its provisions before termination.

Chapter Seven: General Provisions

1. Sukoon shall include all details in Schedule (5) of this Policy, and this Schedule shall be part of this Policy.

2. Any lawsuits arising from this Policy may not be filed after the lapse of three years from the date of the accident or the Injured Party and related parties become aware of the damage and the person liable for it.

3. The courts of the State shall be competent to determine any dispute arising in connection with this Policy.

Schedule No. (1)

Depreciation Percentages for Parts of Private Motor Vehicles

Year	Percentage
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

Schedule No. (2)

Depreciation Percentages for Parts of Taxi Vehicles, Public Transport Vehicles and Rental Vehicles

Year	Percentage
Last six months of the first year	10%
Second	20%
Third	25%
Fourth	30%
Fifth	35%
Sixth and above	40%

Schedule No. (3)

Short Rate Schedule – Percentages of Recoverable Premium

Policy Validity Period	Recoverable Premium
A period not exceeding one month	80%
A period exceeding one month to the end of the fourth month	70%
A period exceeding four months to the end of the sixth month	50%
A period exceeding six months to the end of the eighth month	30%
A period exceeding eight months	Nil

Schedule No. (4)

List of the parts damaged by a traffic accident which must be replaced for new ones without deduction of any depreciation

Glass
Brake master cylinders
Brake wheel cylinders
Brake calipers
Brake cables (conduit type)
Brake hoses
Brake diaphragms
Steering boxes
Steering rakes
Steering ball joints and swivels
Seat belts

SECTION 2
LOSS AND DAMAGE

The Unified Motor Vehicle Insurance Policy Against Loss and Damage issued pursuant to the Regulation of Unified Motor Vehicle Insurance Policies according to Insurance Authority Board of Directors' Decision No. (25) of 2016.

Whereas the Insured has applied to Sukoon for the insurance set herein below, and has agreed that the application is considered as the basis for and integral part of this Policy, and has paid or agreed to pay the applicable premium, and Sukoon has accepted and represented to pay compensation to the Insured in case of any damage to the Motor Vehicle subject to this insurance, whether it emerges from the use or parking of the Motor Vehicle in the UAE during the insurance period, whether the Insured caused the accident or was an injured party;

Therefore, this Policy was entered into to cover the damages that befall on the Insured Motor Vehicle in the UAE during the insurance period according to the terms, conditions and exclusions in or appended to this Policy.

Chapter One General Conditions

1. The Policy and its schedules shall constitute one integral contract, and any Rider to this Policy shall constitute an integral part hereof, and every term or phrase to which a special meaning has been given in any part of the Policy or its schedules shall have the same meaning elsewhere, unless the context otherwise requires.
2. Any notice or notification of an accident that is required by this Policy shall be served to Sukoon in writing by e-mail, facsimile or by hand delivery to the address designated in the Policy as soon as practically possible.
3. Any external agreement between the Insured and Sukoon that will reduce the coverages hereunder shall be deemed void.
4. In case of several insurances with more than one insurance company, Sukoon will only be committed to compensate damages in the percentage of the amount insured with it to the total insured amounts against the insured risk.
5. Sukoon and the Insured may agree, using riders in return for an additional premium and within the scope of the terms and conditions herein, that Sukoon shall insure against the other damages not provided for in this Policy, in particular:

    a. Insurance against the damages to the properties of the Insured or the Motor Vehicle Driver at the time of the accident or the properties kept with them in trust, or in their guardianship or possession under a rider to this Policy or a separate policy.
    b. Coverage of the damages or risks which occur outside the roads.

6. Notwithstanding the terms and conditions of this Policy, Sukoon may not refuse to compensate the Insured as a result of late notification of the accident, if the delay is attributed to an acceptable excuse.
7. With respect to a fleet insurance policy or any Motor Vehicle insured under this Policy, Sukoon may not enter into any external agreement that may reduce the coverage provided under this Policy or depriving the Insured or the Beneficiary of this Policy from exercising the right to claim for compensation hereunder, including depriving a claim for compensation for any reason not related to the accident such as age, gender, or otherwise, or the agreement will be deemed void.
8.
    a. If the Insured Motor Vehicle is a total loss, and Sukoon compensates the Insured on that basis, the salvage will be deemed property of Sukoon. The Insured may not be charged any expenses related to the transfer of the Motor Vehicle title or issuance of a certificate of ownership of the Motor Vehicle.
    b. The Insured shall be liable to pay the dues arising on the vehicle before receiving the compensation and to submit the required papers and power of attorney and attend before the competent departments, if necessary in order to transfer the ownership of the motor vehicle to Sukoon. Whereas, in case there is mortgage, Sukoon shall undertake without delay the communication with the competent entity (the owners of mortgages) to obtain a non-objection letter to transfer the ownership of the salvage of the vehicle to Sukoon.

9. Sukoon may, at its expense, assume the judicial and settlement proceedings to represent the Insured or the Motor Vehicle Driver through an attorney in any investigation or interrogation and before any court in any lawsuit or intervention in any phase of the lawsuit in relation to a claim or accident for which Sukoon may be held liable under this Policy and which may give rise to the payment of compensation according to this Policy. Sukoon may settle or enter into a reconciliation for such claim. The Insured shall provide every possible cooperation with Sukoon by signing a power of attorney to the attorney or otherwise to enable Sukoon to initiate any proceedings.
10. For the purpose of verifying the details of the Insured Motor Vehicle, all details in Schedule (5) of this Policy shall be an integral part here of.
11. No lawsuit arising from this Policy may be filed after the elapse of three years after the occurrence which has given rise to the lawsuit or the related parties become aware of its occurrence.
12. The courts of the United Arab Emirates shall be competent to determine any disputes arising from this Policy.
13. In case of the entitlement to the loss of benefit allowance (substitute motor vehicle) and the Affected Third Party has insurance against loss and damage and Third Party Liability, he shall be entitled, for the purpose of obtaining the loss of benefit allowance (substitute motor vehicle) to claim directly against his company, which has the right to claim the for same amount paid to the insurance company of the insured, who caused the accident and has insurance against Third Party Liability in accordance with the rules specified in the Third Party Liability policy.
14. If the motor vehicle "chassis" whether can be replaced or irreplaceable is damaged or the durable parts, such as pillars are damaged and need cutting, tightening or welding as a result of the accident, the Motor Vehicle shall be considered a Total Loss and Sukoon shall make compensation according to the value agreed upon between Sukoon and the Insured in the Insurance policy.

Chapter Two: Obligations of Sukoon

1. Sukoon shall compensate the Insured for loss or damage that occurs to the Insured Motor Vehicle and its accessories while in the vehicle, including damaged parts and spare parts, in the following cases:

    a. If loss or damage arises from an accidental run-over, collision, turnover, or incident, or as a result of an unexpected mechanical breakdown or as a result of wear and tear of parts by use;
    b. If loss or damage arises from an external fire or explosion, spontaneous combustion or lightning;
    c. If loss or damage arises from robbery or theft;
    d. If loss or damage arises from a third party willful act;
    e. If loss or damage occurs during land transport, inland water transport, elevators or lifting machinery including loading and unloading processes related to the aforementioned transport processes; and
    f. Any additional coverage to be agreed upon under this Policy or special riders to it.

2. Upon the occurrence of an accident, Sukoon shall:
    a. Repair the Motor Vehicle or any of its parts, accessories, or spare parts and restore the vehicle to its pre-accident condition.
    b. Pay the amount of loss or damage in cash to the Insured if this is agreed on with the Insured.
    c. Replace the damaged Motor Vehicle in case of a total loss, unless the Insured requests Sukoon to pay them the amount in cash. In this case, Sukoon shall respond to the Insured's request.

3. If the Insured requests that new original parts are to be installed in lieu of the parts damaged during the accident or are to be paid for in cash, the Insured will bear the Depreciation Percentage set in Schedule (1) of the final value of the purchase invoice. In case of taxi vehicles, public transport vehicles and rental vehicles, the Insured will bear the Depreciation Percentage set in Schedule (2).
4. The Insured may assume the repair of damages that occur to the Motor Vehicle as a result of an insured accident here under, provided that the estimated repair costs do not exceed the value of repair agreed upon in writing with Sukoon.
5. If the Insured Motor Vehicle is lost, proves to be irreparable, or that costs of repair exceed 50% of the Motor Vehicle value before the accident, the insured value of the Motor Vehicle agreed upon between the Insurer and the Insured on signing of the Insurance Policy will be the basis of calculation of the compensation of loss and damage insured hereunder after deduction of the Depreciation Percentage of 20% from the insured value, and taking into account the fraction of insurance period (i.e., the proportion of the period from the commencement date of the insurance period to the date of the accident to the total insurance period).
6. If the Motor Vehicle becomes unroadworthy due to loss or damage insured hereunder, Sukoon will bear the necessary costs of safeguarding and transporting the Motor Vehicle to the nearest repair shop, in order to deliver it to the Insured after repair.
7. If the damaged Motor Vehicle is repaired with repair shops approved by Sukoon, Sukoon shall ensure that the Motor Vehicle is repaired properly, carefully and professionally and that the work is warranted by the repair shops. Sukoon shall ensure that the Insured is enabled to have the Motor Vehicle checked by any approved motor vehicle examination agency in the UAE to make sure that the Motor Vehicle has been properly repaired without affecting the technical examination of the damaged Motor Vehicle at the concerned official authorities. If it is found that the repairs are below required and recognised technical standards, Sukoon shall address the issue(s) with the repair shop until the Motor Vehicle is professionally repaired and delivered to the Insured.
8. In case of any conflict between Sukoon and the insured concerning the value of damages or the amount of compensation, the Authority shall appoint a licensed and registered Surveyor and Loss Adjuster, specialised in this matter, to determine the value of the damages or the amount of compensation at Sukoon's expense for the purpose of resolving the dispute.

9. In the case of the Insured wishes at the time of concluding the contract to repair the motor vehicle inside the Agency workshops after the lapse of the first three years of using the motor vehicle on the road, Sukoon may respond to the request and then determine an appropriate premium not exceeding the maximum tariff limit.

Chapter Three: Obligations of the Insured

1. To pay the Agreed upon Premium.
2. All reasonable precautions must be taken to keep and protect the Insured Motor Vehicle from loss or damage and maintain the same in a good working condition. In case of any accident or breakdown of the Motor Vehicle, the Insured may not leave the Insured Motor Vehicle or any part thereof without taking necessary precautions to prevent the aggravation of damages. If the Insured Motor Vehicle is driven before making necessary repairs by the Insured or the Motor Vehicle Driver, every increase of damage or every damage to the Insured Motor Vehicle arising from the same will not be the responsibility of Sukoon pursuant to this Policy.
3. The Insured shall remain the sole owner of the Insured Motor Vehicle throughout the Insurance Period, and may not lease the vehicle to any third party or sign any contract which may restrict their absolute ownership and possession of the Motor Vehicle without the prior written consent of Sukoon.
4. In case of any accident which may give rise to a claim according to the provisions of this Policy, the Insured shall immediately notify the concerned official authorities, and shall promptly notify the Insurer and furnish all information related to the accident without unjustifiable delay. The Insured shall furnish the Insurer as soon as possible for every claim, notice or judicial papers once they receive them.
5. Sukoon shall be notified as soon as practically possible once they become aware of any lawsuit, investigation or detections concerning the accident. In case of theft or any other criminal act which may give rise to a claim according to this Policy, the Insured shall notify the police and Sukoon promptly and as soon as practically possible and cooperate with Sukoon in this respect.
6. The Insurer may charge the Insured that has caused the accident with a deductible amount to be deducted from the due amount of compensation due with respect to any accident which is caused by them personally or by the person authorised by them to drive the Motor Vehicle or cases that are deemed committed by an unknown person, according to Schedule (3).
7. In addition to the deductible amounts set in Schedule (3), the Insured may charge the Insured who caused an accident an additional deductible as follows:

    a. Maximum 10% of the amount of compensation if the Motor Vehicle Driver is below the age of 25 years.
    b. Maximum 10% of the amount of compensation in case of taxi and public transport vehicles.
    c. Maximum 15% of the amount of compensation of sports cars and modified vehicles.
    d. Maximum 20% of the amount of compensation of vehicles modified outside the factory.
    e. Maximum 20% of the amount of compensation of rental vehicles.

8. For application of paragraph (7) of this Chapter, application of Deductible Percentages shall apply the highest percentage in the case of several deductibles for one accident.
9. In case of Total Loss of the Motor Vehicle, the Deductible Percentages shall not be applied.

Chapter Four: Exclusions

Sukoon will not pay any compensation for the following issues:

1. Indirect losses that occur to the Insured or devaluation of the Motor Vehicle as a result of its use, breakdown, defect or breakage of the mechanical or electrical devices.
2. The damage arising as a result of overload or excess of the limits of permissible width, length or height or the excess of the number of passengers beyond the licensed number, provided that it is proved that this is the proximate cause of damage.
3. The damage of tires if it does not occur at the same time as damage to the Insured Motor Vehicle.
4. The loss or damage which occurs to the Motor Vehicle with respect to accidents resulting from:

    a. Use of the Motor Vehicle for purposes other than those mentioned in the Insurance Application attached to this Policy.
    b. Violation of laws if the violation implie s an intentional felony or misdemeanor according to the definition mentioned in the applicable Federal Penal Code.

5. If it is proven that the Motor Vehicle has been used or utilised in a speed race or test, provided that this is proved to be the proximate cause of the accident.
6. The damage to the Motor Vehicle from the accidents which occur during the Motor Vehicle being operated by a driver who is not licensed to drive according to the Traffic Laws or without obtaining a driving license for the kind of the Motor Vehicle according to the Traffic Laws and Regulations and the provisions of this Policy, or the driver holding an expired Driver's License who fails to renew it within thirty days from the date of the accident, or the license granted to them has been suspended by the court or competent authorities or according to the Traffic Regulations. This exclusion shall not apply in case the motor vehicle is intended for rental, as long as the leasing contract is concluded with a person who holds a valid driving license.
7. Loss or damage that occurs to the Motor Vehicle, or any part thereof, with respect to accidents while the Motor Vehicle is being driven under the influence of narcotics, alcohol or drugs that undermine the driver's ability to control the Motor Vehicle if this is proven to the competent authorities or confessed by the Motor Vehicle Driver. This exclusion does not apply in case of rental vehicles.
8. Loss or damage that occurs to the Motor Vehicle outside the geographical territory set out in this Policy, unless a rider is issued to extend coverage to this territory.
9. The accidents that have occurred, caused, resulted or are related directly or indirectly to natural disasters such as floods, tornados, hurricanes, volcanoes, earthquakes and quakes.
10. Invasion, foreign enemy hostilities or warlike operations, whether war is declared or not, civil war, strike, civil commotion, insurrection, revolution, coup d'état, usurped power, confiscation, nationalisation, radioactive substances and radioisotopes, atomic or nuclear explosions, or any factor directly or indirectly related to any of the foregoing causes.
11. Loss or damage that occurs to the Insured Motor Vehicle if Sukoon loses the right of subrogation to the damage causes due to the Insured's declaration of being responsible for the accident, which they have not caused. If this is proven after payment of compensation to the Insured, Sukoon may have recourse to it for recovery of amounts paid to them.
12. Loss or damage that occurs to the Motor Vehicle off the road, as defined, unless a rider is issued extending coverage to drive outside the road.

Chapter Five: Recourses against the Insured

Sukoon may have recourse to the Insured or the Motor Vehicle Driver or both, as the case may be, in the amount of compensation paid in the following cases:

1. If it is proven that the insurance was concluded based upon the Insured's misrepresentation and non-disclosure of material facts that affect the acceptance by Sukoon to cover the risks or insurance rate.
2. If following payment of compensation, it is proven that the Motor Vehicle was used for purposes other than those set out in the Insurance Application attached to this Policy, or the maximum number of passengers was exceeded, or the Motor Vehicle was overloaded, or its loading was not secured correctly or exceeds the limits of permissible width, length or height, provided that this is proven to be the proximate cause of the accident.
3. If following payment of the compensation it is proven that there is a violation of the law, if the violation involves a willful felony or misdemeanor, as defined in the UAE's applicable penal code.
4. If it is proven that loss or damage that occurred to the Motor Vehicle, or any part thereof, arose from driving the motor vehicle by a person who is not authorised to drive in accordance with the Traffic Law or without obtaining a driving license, or his driving license has expired, or the Insured or any other person allowed to drive it is driving under the influence of narcotics, alcohol or drugs that undermine the driver's ability to control the Motor Vehicle, if this is proven to the concerned authorities or confessed by the Motor Vehicle Driver. In case of rental vehicles, recourse will be against the Motor Vehicle Driver (renter).
5. If the accident is proven to have occurred intentionally by the Insured or the Motor Vehicle Driver.
6. If the trailer, half-trailer or semi-trailer causes an accident, and the Insured has not agreed with Sukoon on the existence of such a trailer.
7. If loss or damage that occurs to the Motor Vehicle is a result of theft or robbery, recourse will be against the thief.

Chapter Six: Policy Termination

1. Sukoon may terminate this Policy on the condition that there are serious grounds for termination during the Policy Period by a notice in writing to be sent to the Insured via e-mail, facsimile, hand delivery or registered letter thirty days prior to the fixed date of termination to the latest address of the Insured known by Sukoon. The Insurance Authority shall be advised of the grounds of such termination. In this case, Sukoon shall refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect.

2. The Insured may terminate this Policy by a notice in writing to be sent to Sukoon via e-mail, facsimile, hand delivery or registered letter seven days prior to the fixed date of termination. In this case, Sukoon shall refund to the Insured the paid premium after deducting a portion in proportion to the period during which the Policy has remained in effect subject to the Short Rate Schedule No. (4), provided that there is no compensation paid to the Insured or pending claims in relation to this Policy during the period of time the Policy is valid, if the Insured has caused the accident or in cases that are deemed committed by unknown persons.

3. This Policy shall be considered terminated in case of a total loss to the Motor Vehicle, provided that its registration is deleted with a report issued by the Road and Traffic Department confirming that it is unroadworthy, and Sukoon shall compensate the Insured according to the provisions of this Policy.

Schedule No. (1)

Depreciation Percentages, Except for Taxi Vehicles, Public Transport Vehicles and Rental Vehicles, According to the Date of First Registration and Use

Year	Percentage
First	-
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

Schedule No. (2)

Depreciation Percentages for Taxi Vehicles, Public Transport Vehicles and Rental Vehicles According to the Date of First Registration and Use

Year	Percentage
First	10%
Second	20%
Third	25%
Fourth	30%
Fifth	35%
Sixth and above	40%

Schedule No. (3)

Deductibles

Motor Vehicle	Deductible
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and its value does not exceed AED 50,000	Maximum AED 350 per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 50,000 and not exceeding AED 100,000	Maximum AED 700 per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 100,000 and not exceeding AED 250,000	Maximum AED 1,000 per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 250,000	Maximum AED 1,200 per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED 500,000	Maximum AED 1,400 per each accident
Private vehicles where the permissible number of passengers of which does not exceed (9) passengers and value of which exceeds AED (12) passengers	Maximum AED 1,500 per each accident
Private vehicles the permissible number of passengers of which exceeds (12) passengers, rental vehicles, and trucks where the tonnage of which exceeds (3) tons	Maximum AED 1,700 per each accident

Schedule No. (4)	
Short Rate Schedule – Percentages of Recoverable Premium	
Policy Validity Period	**Recoverable Premium**
A period not exceeding one month	80%
A period exceeding one month and not exceeding four months	70%
A period exceeding four months and not exceeding six months	50%
A period exceeding six months and not exceeding ten months	30%
A period exceeding ten months	Nil

SECTION 3
ADDITIONAL BENEFITS

The following Additional Benefits only apply if specified in your Policy Schedule, subject otherwise to the same terms, conditions, exclusions and limitations of the said Policy. For avoidance of doubt, if your Policy relates to Section 1 (Third Party Liability) then each of the below stated Additional Benefit will remain subject to and read together with all the terms and conditions as stated within Section 1 (Third Party Liability) all of which stands repeated in full against and continues to apply to each of the applicable Additional Benefits. For avoidance of doubt, if your Policy relates to Section 2 (Loss & Damage) then each of the below stated Additional Benefit will remains subject to and be read together with the terms and conditions as stated within Section 2 (Loss and Damage), and all such terms and conditions as stated within Section 2 (including Chapter 1 General Conditions, Chapter 3 Obligations of Insured, Chapter 4 Exclusions) stands repeated in full against and continues to apply to each of the Additional Benefits as stated below.

3.1 Courtesy Car

The following cover will only apply if listed on your Schedule. Sukoon will pay the courtesy car of a similar model, at the discretion of Sukoon as per the limit set out in the Schedulesubject to the following specific conditions:

When the Insured's Vehicle meets with an accident and needs repair under insurance claim with Sukoon approved garage and such claim is approved by Sukoon, the Insured shall be provided with courtesy car under the following terms and conditions:

a. Should Sukoon consider the vehicle a write-off or Total Loss, this benefit does not apply.
b. The eligibility of compensation will be calculated from the day the Vehicle is handed over to the garage for accident repair and ends when the repairs are completed.
c. Only private and individual owned Vehicle of non-commercial purpose shall be covered.
d. The company registered vehicles provided for the use of their staff will be included under this Policy only if the company gives an undertaking that the Vehicle is used by a single person.
e. The period of courtesy car shall be limited and the Insured shall be entitled to avail a maximum of 30 days or AED 10,000 per policy period.

3.2 Personal Accident

The following cover will only apply if listed on your Schedule.

It is hereby understood and agreed that in consideration of the payment of an additional premium Sukoon undertakes to pay compensation on the scale provided hereunder for death or **Bodily Injury** sustained by the **Insured** &/ or any **Licensed Driver** driving any **Vehicle** described in the Policy Schedule hereto while mounting into or dismounting from or traveling in the Insured Vehicle caused by violent accidental external and visible means, which independently of any other cause (except medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

Specific Limitations

a. Compensation shall be payable under one item only of items (1) to (6) for item (7) separately in addition to items (5) or (6) above in respect of each person arising out of one occurrence and the total liability of Sukoon shall not in the aggregate exceed the sum of AED 200,000/- during any one period of insurance.
b. No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
c. No Compensation shall be payable in respect of death or injury indirectly or directly wholly or partially arising out of or resulting from or traceable to:

    1. Intentional self-injury or attempted suicide, physical and/or mental defect or infirmity.
    2. An accident happening whilst such person is under the influence of intoxicating liquor or drugs.

d. Compensation shall be payable only with the approval of the Insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.

e. Number of Vehicle passengers at the time of accident should not exceed the maximum number of persons including the driver, as stipulated by the Vehicle model.
f. Temporary total disablement which prevents the injured person from engaging in any occupation for benefit is not covered.

S.No	Description	Scale of Compensation
1.	Death or permanent total disablement	AED 200,000
2.	Total and irrecoverable loss of all sight in one eye	AED 200,000
3.	Total Loss by physical severance at or above the wrist or ankle of both hands or both feet or of one together with one foot	AED 200,000
4.	Total loss by physical severance at or above the wristof ankle of one hand or one foot together with thetotal and irrecoverable loss of all sight in one eye	AED 200,000
5.	Total and irrecoverable loss of all sight in one eye	AED 100,000
6.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	AED 100,000
7.	Permanent partial disablement not mentioned in the table herein–above	The value of compensation will be specified for the person on the basis of percentage for permanent partial disability approved by medical board multiplied by sum insured of AED 200,000

3.3 Emergency Medical Expenses

The following cover will only apply if listed on your Schedule.
Sukoon will pay to the Insured the medically necessary and reasonable cost of medical expenses incurred in connection with any accidental Bodily Injury to the Insured and the driver of the Motor Vehicle that has caused the Accident, and the passengers employed by the Insured if they are injured during and because of work, while they are inside, getting in or out of the covered Motor Vehicle, as the direct and Immediate result of an Accident to the covered Motor Vehicle provided that:

a. Immediate' herein means treatment commencing within 24 hours of the time and of the Accidental Bodily Injury.
b. The liability of Sukoon shall not exceed AED 5,000 in respect of any one claim and/or all claims related to and/or arising from one Accident, unless otherwise specified in Your Policy Schedule.

3.4 Personal Injury

The following cover will only apply if listed on your Schedule.
Unless otherwise specified in your Policy Schedule, We will pay AED 30,000 to the Insured and/or spouse (or in the event of their death, to their legal personal representatives) if the Insured and/or spouse while getting into or getting out of the Insured Vehicle shall accidentally sustain Bodily Injury which independently of any other cause within three calendar months of the accident results in:

a. Death;

b. Total irrecoverable loss of sight in one or both eyes;

c. Total loss by physical severance of one or more limbs at or before the wrist or ankles or permanent loss of one or both hands or legs.

Specific Exclusions

This benefit applies only in respect of private Vehicles insured in the name of an individual and does not cover:

a. Death or injury arising from suicide or attempted suicide;

b. Anyone who is over 70 years of age at the time of the accident;

c. If anyone claiming is convicted in connection with the accident of a drink-driving offence or of driving under the influence of any drugs.

3.5 Geographical Expansion (Oman, Qatar) [applicable only for Section 2 (Loss and Damage)]

The following cover will only apply if listed on your Schedule.
Subject otherwise to the same terms, conditions, exclusions and limitations of the said Policy, the geographical area for Section 2 (Loss or Damage) is extended to include the Sultanate of Oman & Qatar. You will not be covered under section 1 (Third Party Liability) when travelling to Qatar [except UAE and Oman (Orange Card available upon request)] as this Section 1 cover must be purchased separately for Qatar.

Specific Conditions

This cover will only be applicable if:
a. You have a valid driving license which allows you to drive in that country (Oman and/or Qatar as applicable)
b. In case of any claim and for the claim to be paid, the Insured must bring back the Motor Vehicle back to UAE at his/her own costs.

3.6 Natural Disaster, Strike, Riot & Civil Commotion

The following cover will only apply if listed on your Schedule.

The cover under Section 2 (Loss or Damage) is extended to cover the Insured in respect of loss of or damage to the Motor Vehicle caused by:

a. Strike, Riot, or Civil Commotion provided such event does not assume the proportion of or amounts to an uprising.
b. Hail, flood, storm, typhoon, cyclone, hurricane, earthquake.

provided the Insured Motor Vehicle is not being driven during or around the above events and further subject to conditions precedent as mentioned below.

Conditions Precedent:

It is a condition precedent that this additional benefit shall only apply and become payable when

A. the damage or loss is not due to or related to or arising out of Motor Vehicle Driver's own acts or omissions or his/her negligence or misconduct. In case of any of the above expected event (including and as example heavy rains, hail, storm, floods, riots, or civil commotion), the Motor Vehicle Driver must not
   i. drive or attempt to drive the Motor Vehicle through the impacted area (e.g. areas where there is or were high water levels or flood or storm waters, or suspected riots or civil commotions); or
   ii. park the Motor Vehicle in such impacted or previously impacted areas (example in low lying areas or areas known to have been flooded or waterlogged in previous rains, floods, or storms, or where riots or civil commotion may have happened or in open area); or
   iii. attempt to start the Motor Vehicle when the Motor Vehicle is or could be affected by rains, flood water, storm water, storm; or
   iv. take any actions which may aggravate the loss or damage; or
   v. fail to take actions which could have reduced the loss or damage.

This benefit will only apply if the underlying claim is not already covered under any other insurance (example property insurance, comprehensive general liability cover, garage keeper insurance etc.)

B. all reasonable precautions must be taken to keep and protect the Insured Motor Vehicle from loss or damage and maintain the same in a good working condition. In case of any accident or breakdown of the Motor Vehicle the Insured may not leave the Motor Vehicle or any part thereof without taking necessary precautions to prevent aggravation of damages. If the Insured Motor Vehicle is driven before making necessary repairs by the insured or the motor Vehicle Driver every increase of damage or every damage to the Insured Motor Vehicle arising from the same will not be the responsibility of Sukoon pursuant to this Policy.

C. full compliance to weather advisory guidelines eg. if there is a general weather advisory cautioning citizens and residents to work from home or stay at home then the Insured Motor Vehicle Driver must work from home and/or stay at home unless necessitated due to an emergency or mandated public service work.

3.7 Personal Belongings

The following cover will only apply if listed on your Schedule.

We will pay you for the value of loss or damage caused to personal belongings by fire, theft or accident while the belongings are in your insured Vehicle. The maximum amount payable under this benefit shall not exceed AED 5,000 in respect of any one claim or series of claims resulting from one accident.

Specific Exclusions

Sukoon shall not be liable in respect of:

a. Theft of any property carried in an open or convertible Vehicle unless in a locked boot or locked glove compartment.
b. Any such property insured under any other insurance Policy.
c. Loss of damage to money stamps tickets documents or securities.
d. Goods or samples carried in connection with any trade.

3.8 Windscreen Damage (No Excess)

The following cover will only apply if listed on your Schedule.

In the event of breakage of the window or windscreen, panoramic glass roof, mirrors, headlights and tail lamps of the Insured Vehicle where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage, Sukoon will indemnify the Insured for the cost of replacement of such window or Windscreen.

3.9 Replacement of Locks

The following cover will only apply if listed on your Schedule.

If the Insured Vehicle's keys or lock transmitter are lost or stolen, the Company shall pay up to AED 3,000 (unless otherwise stated in the Policy Schedule) for replacement of:
a. The door locks and boot lock;
b. The ignition and steering lock; and
c. The lock transmitter and central locking system

Specific Limitations

a. Sukoon shall not pay the cost of replacing any alarms or other security devices used in connection with the Insured Vehicle.
b. Subject to one claim per Policy year

3.10 Valet Parking and Motor Garage

The following cover will only apply if listed on your Schedule.

Sukoon shall indemnify the Insured for loss or damage to the Insured Vehicle while in the custody or control of:
a. A motor garage or other similar business, which the Insured does not own, which has the Insured Vehicle for the purpose of maintenance, repair, testing or servicing.
b. A hotel, shopping mall, restaurant or similar business, which the Insured does not own, where the Insured Vehicle has been parked by their authorised driver.

Specific Conditions

This benefit shall be payable provided that:
a. Customer files a case against the Hotel / Shopping Mall / Restaurant / Garage / Service Centre or other similar businesses where the loss or damage to the Insured Vehicle has occurred.
b. The Insured Vehicle is handed over only to the authorised person of the parking or garage after due verification.
c. The authorised person holds a valid UAE driving license of the same type as the Insured Vehicle.
d. This benefit is not covered by any other insurance policy.

Specific Limitations

a. The Insured shall bear an Excess of the standard policy Excess stated in the Policy Schedule.
b. This benefit is limited to one claim per Policy year.

3.11 Roadside Assistance

The following cover will only apply if listed on your Schedule.

Benefit Table

Services Offered	Platinum
Accident towing service	Yes
Breakdown towing service	Yes
Battery boosting service	Yes
Flat tire service	Yes
Locked out	Yes
Fuel delivery service	Yes
Removal & extraction	800
Car renewal registration service	Once a year
Off road recovery service	Yes
Pickup & drop for regular vehicle servicing	Once a year
Within city/Intercity	Inter Emirate
Usage limit	Unlimited
Geographical coverage (UAE issued policies)	UAE & GCC
Airport Pick up / Drop off	Twice a year

a. Vehicle Accident Towing Services: If there is an accident, Service Provider will tow the vehicle to the dealer's workshop or to the nearest garage in Sukoon's panel as per customer's eligible package. A valid police report is mandatory to avail this service in case of an accident.

b. Mechanical Breakdown Towing Service: In case of a mechanical problem, Service Provider will tow the vehicle to the dealer's workshop or to the nearest garage in Sukoon's panel as per customer's eligible package.

c. Battery Boost Service: If the vehicle's battery is dead for whatever reason, Service Provider will jump-start the vehicle to enable the customer to carry on with their journey (no new battery and /or replacement of battery provided), or Service Provider will tow the vehicle to the dealer's workshop or to the nearest garage in Sukoon's panel as per customer's eligible package.

d. Flat Tire Service: Service Provider will change the flat tire with a spare tire. If no spare tire is available with customer, then Service Provider will tow the vehicle to nearest workshop or to the nearest garage or to the nearest tire repair shop. No new tire and/or replacement will be provided.

e. Lock Out Services: If the keys are locked inside the vehicle, Service Provider will make attempts to gain access to key to enable the customer to carry on with their journey. The service completion depends on the make and model of the car due to the new age car restrictions where only the dealer might be able to open.

f. Fuel Delivery Service: Service Provider will deliver fuel direct to customer should they run out of fuel. The customer to pay only the cost of the fuel.

g. Removal & Extraction: In the event of a breakdown or accident of the Insured Vehicle, the Service Provider will arrange to remove or extract the Insured Vehicle necessitating the use of a crane. The maximum amount payable is: (as per plans, schedule of benefits & limits).

No amount shall be payable under this benefit in respect of repair costs to the Insured Vehicle.

h. Vehicle Renewal Registration Service: The scope of this service includes the pickup and drop of Insured Vehicle from the customers place for statutory checkups for vehicle registration and vehicle registration formalities with the corresponding Traffic Authority. The customer is charged only for the government payments for vehicle checkup and registration charges. In order to avail the vehicle registration renewal service, the customer must book 48 hours before and provide documents and information required by the traffic department. The customer is responsible for the settlement of all traffic fines and other traffic department charges. Service Provider will collect the vehicle key and documents from the customer from a single location as mutually agreed. The vehicle will be collected only from the city in which they are registered, and the renewal service is applicable for a single attempt only. In the case of failure in passing the car on inspection, the car will be returned with the comments from the inspection office. The vehicle registration renewal service does not apply to export sale or transfer of vehicles nor does it apply to any commercial vehicles or motorcycles.

i. Off-Road Assistance: Off road recovery will be provided to eligible customer. Off-road recovery is only provided if case of break down, accident or vehicle gets stuck during the normal course of driving. If vehicle cannot be driven due to an accident or mechanical breakdown, Service Provider will tow the vehicle to the nearest service center. The time required to reach the customer for off road recovery depends on the location and accessibility to the location of the vehicle. Vehicles participating in any desert event or rally are excluded. The off-road recovery service is restricted to 4x4 vehicles only. Off-road recoveries will be done only during daylight hours for safety reasons and does not cover commercial vehicles and customers working in oil fields. Off-Road Assistance includes sandy or off-road areas pullout, desert pull-out & basement parking pullout.

j. Pickup & drop for regular Vehicle Servicing: Eligible customers to be provided free Pickup & Drop for regular Vehicle Servicing. This service is limited to one time in a year with 48 hours prior booking.

k. Geographical Coverage: Extended roadside assistance would be provided to customers in UAE and to other GCC countries based on their eligibility. The extended coverage outside UAE will be free for the first hundred 100 kms from point of recovery and every additional kilometer would be charged at AED 3.00 to the customer. All the vehicles will be towed to the nearest garage within that country, hence no free Inter country transfer is permitted.

l. Membership Usage and Validity: Roadside Assistance program for all customers is valid for 13 months from the date of activation of the insurance policy with no extension allowed.

m. Eligible Vehicle Type: The Roadside Assistance services will be limited to all vehicles weighing up to 3 tons in total body weight. The above services not permitted for motorcycles, industrial use equipment's like Bob Cats, Forklifts, Golf carts etc and similar vehicles.

n. Intercity/Intracity: Platinum Package, towing will be provided from one city/Emirate to another city/Emirate.

Abu Dhabi is classified as three cities:

1. Abu Dhabi town and pertaining area
2. Al Ain
3. Western Region

o. Airport Pick up or Drop: Eligible customers to be provided free Airport Pickup or Drop services.

Members can call IMC and request for a free Airport Pick up or Airport Drop off Service during the eligible period.

* This service is to pick up the customer from his home/office location and drop him at the airport within the same city limit or to pick him from the airport and drop him in his home location.
* A service availed from home to the airport is considered as one service availed.
* A Sedan Car will be provided for the service which can accommodate 2 big suitcases and 2 small carry bags and maximum 4 passengers.
* A minimum of 48 hours reservation is required prior the flight timings to avail the service.
* A service between Dubai and Sharjah can be provided but will either be considered as two services availed or the customer must pay an additional charge of AED 150.00 + VAT.
* Customer has also option to upgrade from Sedan Car to SUV by paying an additional amount of AED 100.00 + VAT.
* This service is only available when the Sukoon Insurance customer is travelling and is not available for others.

* No Show (Reached and Cancellation) is considered as a service availed.
* Cancellation period is maximum 12 hours before booking time.

The service is limited to the same city and within the town limits.

Exclusions
Service Provider will not be liable to provide Roadside Assistance services in respect of:

a. Services to any other vehicle than the Insured Vehicle.
b. Towing of the Insured Vehicle from a repairer to another repairer or to other destinations.
c. The provision of which would endanger the lives of those persons intended to provide the Service.
d. An intercity towing service request from the same spot or area where Service Provider had previously dropped the vehicle.

General Terms
This assistance program is provided by The Service Provider. Sukoon assumes no liability and/or responsibility towards the performance/non-performance of The Service Provider. Sukoon hereby expressly disclaims all associated liabilities and obligations.

By availing any of the services/benefits as described in this document, You hereby agree to indemnify Sukoon from any costs, damages and/or liabilities related to and/or arising from You availing any of these services.

3.12 Auto Gap Insurance
The following cover will only apply if listed on your Schedule.

Following a covered loss for vehicles less than/up to 12 months old, Sukoon will replace your vehicle (subject to availability) with a new vehicle of the same make, model and specification, if:

a. The vehicle is declared a total loss by Sukoon, or
b. The insured vehicle is stolen and not recovered within 180 days (requires vehicle non-traceability certificate issued by the Police)

Sukoon will pay whichever is the lowest of either:
a. A brand new replacement model, or
b. The Insured Value of the vehicle when you bought it

In the event of a new vehicle replacement as a consequence of either of the above, the insured will be responsible for transferring the ownership of the Insured Vehicle to Sukoon and providing Sukoon with the official ownership transfer certificate issued by the traffic department.

Specific Conditions
For this provision to be in effect:
a. The vehicle must be less than/up to 12 months old
b. The insured must be the first owner of the damaged and/ or Stolen vehicle; and
c. The vehicle must be brand new at the time of purchase by the insured
d. In the case of an at fault claim, the driver must be either -

   i. the insured / policyholder as depicted on Policy Schedule
   ii. the insured / policyholder (accepted without valid UAE driving license at policy issuance through other Assigned driver) only after holding valid UAE driving license over 1 year old
   iii. a named driver on the policy
   iv. an individual over the age of 30 years, holding a valid UAE driving license for over 1 year (or another country license for over 2 years)

e. The vehicle must have been purchased in the United Arab Emirates
f. Subject to one claim per Policy year.
g. The Insured shall bear an Excess of AED 2,500

Specific Exclusions
a. This cover will not be applicable in the event of an at fault total loss caused by an undeclared driver under 30 years of age at the time of the claim. Standard depreciation as per Section 2 will apply instead.
b. If the vehicle is leased, rented or hired it shall not be eligible for replacement.

3.13 Track Day
The following cover will only apply if listed on your Schedule.

Definition
A track day is a strictly non competitive (no timing, pace making or racing) day at Dubai Autodrome & Yas Marina circuits (FIA certified) where road registered vehicles can be driven by individuals holding a valid UAE driving license on a race circuit without speed restriction. Drivers must adhere to all safety briefings provided at the beginning of each track day. Please Note: Track day is a limited cover and does not follow all of the conditions of standard motor insurance.

Track day
a. External accident damage (i.e. impact) to the car only whilst engaged in the specified track day activity.
b. Fire damage but only if directly following an accident (i.e. impact).
c. Special Excess: 15% of the claim amount subject to minimum double the excess stated in the policy

Geographical Area
UAE only limited to Dubai Autodrome and Yas Marina Circuits (FIA certified)

Specific Limitations (What your track day doesn't cover)
a. Internal damage to the engine or to the gearbox or transmission.
b. Mechanical, electrical or computer breakdown however caused.
c. Liability to other participants, to any third parties or to passengers or any property damage or bodily injury.
d. Competitive driving - in other words, Races, Rallying and/or speed trials or on timed runs with motor propelled vehicles of any kind and/or their Organisation.
e. Consumable items such as tires, oils, linings etc.
f. Extra costs involved in repairing specialised paintwork and logos unless specifically agreed.
g. Damage to the interior of the car caused as a direct result of airbag deployment.
h. Loss or damage to the car whilst being driven by any person other than those registered for the track event.

Other Exclusions
We will not pay claims arising from:
a. Any fraudulent, dishonest or criminal act.
b. Damage due to wear and tear or gradual deterioration. This includes minor cosmetic damage.
c. All other personal property (excluding Personal Protective Equipment - PPE - otherwise insured under this Policy) which is not a fixture or fitting of the vehicle or used for race/ test day events.
d. Loss or damage which is insured by any other existing insurance including and not limited to motor or household insurances.
e. Loss of use, delay or consequential loss of any description including confiscation or abandonment.
f. Loss of computer logging systems
g. Loss of or damage to the car whilst being worked upon.
h. Loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidization or latent defect or inherent vice.
i. Loss or damage to overalls, race suit, leathers, helmet, boots or gloves.
j. PA to Driver and Passengers.

Diminution of the market value following repair.

3.14 Off Road Coverage (SUV with off-road capability only)
The following cover will only apply if listed on your Schedule. The Policy is extended to cover loss or damage to the covered Vehicle while driven off-road.

Specific Conditions
a. Private use SUV vehicles with AWD (all-wheel-drive) capability only are eligible for this extension of cover.
b. The Insured shall bear an Excess of double the standard policy Excess stated in the Policy Schedule in the event of an admissible off-road claim

Specific Exclusions

The following are considered out of scope for off-road extension of cover and Sukoon will bear no liability to pay claims for losses and/or damages originating by them:

a. Commercial type vehicles
b. Vehicles driven for business purposes
c. Competitive events and / or racing

3.15 Dealer Repairs

If Dealer Repair is shown on your Policy Schedule, the cover is extended to include accidental damage repairs of your Insured Vehicle at the manufacturer's authorised dealers within the UAE.

This cover is automatically included for brand new Insured Vehicles in their first year of registration or if the age of the Insured Vehicle is less than or up to 12 months old.

If You do not have this cover shown on your Policy Schedule or if you do not meet the specific conditions listed below, then We shall select one of Our own approved garages to undertake the repairs.

Specific Conditions

For the dealer repair cover to be applicable, the following conditions must be met:

a. In the case of an at fault claim, the driver must be either -
   i. the Insured / policyholder as depicted on Policy Schedule
   ii. the Insured / policyholder (accepted without valid UAE driving license at policy issuance through another assigned driver) only after holding valid UAE driving license for over 1 year
   iii. a named driver on the Policy
   iv. an individual over the age of 30 years, holding a valid UAE driving license for over 1 year (or another country license for over 2 years) of the same vehicle type as the Insured vehicle

b. The vehicle should be registered with the authorised dealer in the UAE, especially if the vehicle is Non-GCC specifications or a private import to the UAE. Sukoon will not be liable for any costs for registering car with the authorised dealer in the UAE. In case the authorised dealer in the UAE declines repair of the insured vehicle due to non-registration of the vehicle in their database, the vehicle will be repaired at one of Our own approved garages.

If the above conditions are not met then dealer repair cover will not be applicable.

Specific Exclusions

This cover will not be applicable:

a. In the event of an at fault claim caused by the Insured (accepted without valid UAE driving license at policy issuance through other assigned driver), if the Insured does not hold a valid UAE driving license for over 1 year at time of accident
b. In the event of an at fault claim caused by an individual who does not hold a valid UAE driving license for over 1 year (or another country license for over 2 years) at time of accident (unless listed as a named driver)
c. In the event of an at fault claim caused by an individual under 30 years of age at the time of accident (unless listed as a named driver).

In the instances listed above, the vehicle will be repaired at one of Our own approved garages.

3.16 Multiple loss excess waiver

If a covered loss involves two or more sections of your motor policy, only the highest of the excesses will apply to the loss.

If the covered loss is also covered under your Sukoon Private Clients home insurance policy(ies) as issued by Us, only the highest of the excesses will apply to the loss.

Specific Conditions

a. In the case of motor ancillary deductibles being applicable, both standard and ancillary deductibles are applied together and counted as one deductible.
b. It is the responsibility of the insured to inform Sukoon of the insurance policies under which the claims are applicable.



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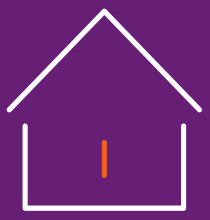
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MOTOR



TRAVEL



HOME



LIFE



ACCIDENT



HEALTH

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